

**RECORD WITHOUT FEE
PURSUANT TO GOV'T CODE SECTION 6103**

Recording Requested by:

Office of the City Attorney
City of Santa Clara, California

When Recorded, Mail to:

Office of the City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

Form per Gov't Code Section 27361.6

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Agreement, (herein, "Agreement"), is made and entered into this ___ day of _____ 2008, ("Effective Date"), by and between, Brian Johns and Erin Roll ("OWNERS"), OWNERS of certain real property located in Santa Clara, and the City of Santa Clara, California, a chartered municipal corporation, ("CITY"). CITY and OWNERS may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

A. Recitals.

(1) California Government Code Section 50280, et seq. authorizes the CITY to enter into contracts with the OWNERS of qualified Historical Property to provide for the use, maintenance, and restoration of such Historical Property so as to retain its characteristics as property of historical significance.

(2) OWNERS possesses fee title in and to that certain real property, together with associated structures and improvements thereon, shown on the 2007 Santa Clara County Property Tax Rolls as Assessors' Parcel Number 269-25-058, and generally located at the street address 1655 Santa Clara Street, in the City of Santa Clara, ("Historic Property"). A legal description of the Historic Property is attached hereto as "Legal Description," marked as "Exhibit A," and incorporated herein by reference.

(3) The Historic Property is on the City of Santa Clara Historic Resources Inventory. OWNER submitted a Mills Act Proposal (Proposal received by the City on May 12, 2008). The Proposal included a Primary Record from the State of California's Department of Parks and Recreation. A true and correct copy of the Proposal is attached to this Agreement as "Exhibit B".

(4) CITY and OWNERS, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of historical significance of the Historic Property and to qualify the Historic Property for an assessment of valuation pursuant to Section 439.2 of the California Revenue and Taxation Code.

B. Agreement.

NOW, THEREFORE, CITY and OWNERS, in consideration of the mutual covenants and conditions set forth herein, do hereby agree as follows:

(1) **Effective Date and Term of Agreement.** The term of this Agreement shall commence on the effective date of this Agreement, and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended as provided in paragraph 2, below.

(2) **Renewal.**

(a) Each year on the anniversary of the effective date of this Agreement, ("renewal date"), one (1) year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein.

(b) If either the OWNERS or CITY desire in any year not to renew the Agreement, OWNER or CITY shall serve written notice of nonrenewal of the Agreement. Unless such notice is served by OWNERS to CITY at least ninety (90) days prior to the annual renewal date, or served by CITY to OWNERS at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the balance of the remaining term of the Agreement as provided herein.

(c) OWNER may make a written protest of the notice. CITY may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to OWNERS of nonrenewal. If either CITY or OWNERS serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution date or from the last renewal date of the Agreement, whichever may apply.

(3) **Standards for Historical Property.** During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements, and restrictions:

(a) OWNERS shall preserve and maintain the characteristics of historical significance of the Historic Property. "The Secretary of Interior's Rehabilitation Standards," marked as "Exhibit "C" to this Agreement, and incorporated herein by this reference, contains a list of those minimum standards and conditions for maintenance, use, and preservation of the Historic Property, which shall apply to such property throughout the term of this Agreement.

(b) OWNERS shall, when necessary or as determined by the Director of Planning and Inspection, restore and rehabilitate the property to conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, the United States Secretary of the Interior Standards for Rehabilitation and the California's State Historic Building Code and in accordance with the attached schedule of potential home improvements, drafted by the applicant OWNERS and approved by the City Council, attached hereto as "The Description of the Preservation and Restoration Efforts," marked as "Exhibit "D" to this Agreement, and incorporated herein by this reference.

(c) OWNERS shall allow for periodic examinations, by prior appointment, of the interior and exterior of the Historic Property by representatives of the County Assessor, State Department of Parks and Recreation, State Board of Equalization, and the CITY. The Director of Planning and Inspection shall determine when periodic examinations may be necessary to determine the eligibility of the property involved, and to determine the OWNERS compliance with the terms and provisions of this Agreement.

(4) **Provision for Information.**

(a) OWNERS hereby agrees to furnish CITY with any and all information requested by the CITY to determine compliance with the terms and provisions of this Agreement.

(b) It shall be the duty of the OWNERS to keep and preserve, for the term of the Agreement, all records as may be necessary to determine the eligibility of the property involved, and the OWNER compliance with the terms and provisions of this Agreement, including, but not limited to blueprints, permits, historical and/or architectural review approvals, and schedules of potential home improvements drafted by the OWNER and approved by the City Council.

(5) **Cancellation.**

(a) CITY, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines any one of the following:

- (i) the OWNERS breached any of the terms or conditions of this Agreement;
- (ii) the OWNERS has allowed the property to deteriorate to the point that it no longer meets standards for a qualified historic property;
- (iii) the OWNERS has allowed the property to deteriorate to the point that it no longer meets standards as provided for in the Uniform Codes as adopted by the City Code, which include, but are not limited to the Uniform Housing Code, the California State Historic Building Code, the Uniform Fire Code, and the Uniform Code for the Abatement of Dangerous Buildings;
- (iv) the OWNERS has not complied with any other local, state, or federal laws and regulations.

(b) CITY may also cancel this Agreement if it determines that the OWNERS has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of this Agreement.

(c) In the event of cancellation, OWNERS shall be subject to payment of those cancellation fees set forth in California Government Code Sections 50280, et seq.

(6) **No Waiver of Breach.**

(a) No waiver by CITY of any breach under this Agreement shall be deemed to be a waiver of any other subsequent breach. CITY does not waive any claim of breach by OWNERS if CITY does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for under the terms of this Agreement or in the City's laws and regulations are available to the City.

(7) **Mediation.**

(a) Any controversies between OWNERS and CITY regarding the construction or application of this Agreement, and claim arising out of this contract or its breach, shall be submitted to mediation upon the written request of one party after the service of that request on the other party.

(b) If a dispute arises under this contract, either party may demand mediation by filing a written demand with the other party.

(c) The parties may agree on one mediator. If they cannot agree on one mediator, there shall be three: one named in writing by each of the parties within five days after demand for mediation is given, and a third chosen by the two appointed. Should either party refuse or neglect to join in the appointment of the mediator(s) or to furnish the mediator(s) with any papers or information demanded, the mediator(s) may proceed ex parte.

(d) A hearing on the matter to be arbitrated shall take place before the mediator(s) in the city of Santa Clara, County of Santa Clara, State of California, at the time and place selected by the mediator(s). The mediator(s) shall select the time and place promptly and shall give party written notice of the time and place at least fifteen (15) days before the date selected. At the hearing, any relevant evidence may be presented by either party, and the formal rules of evidence applicable to judicial proceedings shall not govern. Evidence may be admitted or excluded in the sole discretion of the mediator(s). The mediator(s) shall hear and determine the matter and shall execute and acknowledge the award in writing and cause a copy of the writing to be delivered to each of the parties.

(e) The submission of a dispute to the mediator(s) and the rendering of a decision by the mediator(s) shall be a condition precedent to any right of legal action on the dispute. A judgment confirming the award may be given by any Superior Court having jurisdiction, or that Court may vacate, modify, or correct the award in accordance with the prevailing provisions of the California Mediation Act.

(f) Each party shall bear their own cost(s) of mediation.

(8) Binding Effect of Agreement.

(a) The OWNERS hereby subject the Historic Property described in Exhibit "A" hereto to the covenants, reservations, and restrictions as set forth in this Agreement. CITY and OWNERS hereby declare their specific intent that the covenants, reservations, and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the OWNERS successors and assigns in title or interest to the Historic Property. Each and every contract, deed, or other instrument hereinafter executed, covering, encumbering, or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the covenants, reservations, and restrictions expressed in this Agreement, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed, or other instrument.

(b) CITY and OWNERS hereby declare their understanding and intent that the burden of the covenants, reservations, and restrictions set forth herein touch and concern the land in that OWNER legal interest in the Historic Property.

(c) CITY and OWNERS hereby further declare their understanding and intent that the benefit of such covenants, reservations, and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Historic Property for the benefit,

which includes, but is not limited to the benefit to the public street generally located at 1655 Santa Clara Street, CITY, public, and OWNERS.

(9) Notice.

(a) Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

CITY: City of Santa Clara
Attn: City Clerk
1500 Warburton Avenue
Santa Clara, CA 95050

OWNERS: Brian Johns and Erin Roll
1655 Santa Clara Street
Santa Clara, CA 95050

(b) Prior to the entering a contract for sale of the Historic Property, OWNERS shall give thirty (30) days notice to the CITY and it shall be provided at the address of the respective parties as specified above or at any other address as may be later specified by the parties hereto.

(10) No Partnership or Joint Enterprise Created. None of the terms, provisions, or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns; nor shall such terms, provisions, or conditions cause them to be considered joint ventures or members of any joint enterprise.

(11) Hold Harmless and Indemnification. To the extent permitted by law, OWNERS agrees to protect, defend, hold harmless and indemnify CITY, its City Council, commissions, officers, agents, and employees from and against any claim, injury, liability, loss, cost, and/or expense or damage, however same may be caused, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom for which OWNERS shall become legally liable arising from OWNERS acts, errors, or omissions with respect to or in any way connected with the prosecution of the work performed by OWNER pursuant to this Agreement.

(12) Attorneys' Fees. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations, or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court or mediator, in addition to costs and other relief ordered by the court.

(13) Restrictive Covenants Binding. All of the agreements, rights, covenants, reservations, and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner pursuant to this Agreement.

(14) **Mills Act Historic Property Contract Application Requirements.** An application for a Mills Act Historic Property Contract shall be made through the Planning Division and shall include the following:

- a. a Historic Resources Inventory form;
- b. the description of the preservation or restoration efforts to be undertaken as referenced in paragraph 3 (b) as Exhibit "D";
- c. a statement of justification for the Mills Act Historic Property designation and reassessment; and,
- d. the Mills Act Historic Property Contract filing fee pursuant to paragraph 17.

(15) **Mills Act Historic Property Contract Approval.** Based upon the Historic and Landmarks Commission's ("Commission") review of the Mills Act Historic Property Contract criteria and recommendation to Council, and based upon the recommendation and approval by Council, a Mills Act Historic Property Contract may be entered into with OWNERS. The decision of the City Council shall be final and conclusive in the matter. Failure of the Council to act on a Mills Act Historic Property Contract within 45 days shall be deemed to be a denial.

(16) **Recordation and Notice.** No later than twenty (20) days after the parties execute and enter into this Agreement, the CITY shall cause this Agreement to be recorded in the office of the County Recorder of the County of Santa Clara. The OWNERS or OWNER's agent shall provide written notice of this agreement to the Office of Historic Preservation of the Department of Parks and Recreation no later than six (6) months of entering into this Agreement.

(17) **Fees.** The Planning Department may collect such Mills Act Historic Property Contract application fee of \$396.00 (three hundred ninety-six dollars), or other fees for the administration of this contract as are authorized from time to time by the City Council. OWNER shall pay the County Recorder's Office recordation fees for recordation of this Mills Act Historic Property Contract and the recordation of the OWNERS updated Historic Resources Inventory form.

(18) **Ordinary Maintenance.** Nothing in this contract shall be construed to prevent the ordinary maintenance or repair of any exterior architectural feature in or on any Historic Property covered by this contract that does not involve a change in design, material, or external appearance thereof, nor does this contract prevent the construction, reconstruction, alteration, restoration, demolition, or removal of any such external architectural feature when the Director of Planning and Inspection determines that such action is required for the public safety due to an unsafe or dangerous condition which cannot be rectified through the use of the California State Historic Building Code and when such architectural feature can be replaced according to the Secretary of Interior's Standards.

(19) **California State Historic Building Code.** The California State Historic Building Code ("SHBC") provides alternative building regulations for the rehabilitation, preservation, restoration, or relocation of structures designated as Historic Properties. The SHBC shall be used in the CITY's building permit procedure for any Historic Property which is subject to the provisions of

a Mills Act Historic Property Contract, except as otherwise provided in this agreement or the SHBC. Nothing in this agreement shall be deemed to prevent any fire, building, health, or safety official from enforcing laws, ordinances, rules, regulations, and standards to protect the health, safety, welfare, and property of the OWNERS or occupants of the Historic Property or the public.

(20) Preservation Easements.

(a) Preservation easements on the facades of buildings designated as a Historical Property may be acquired by the CITY, or on the CITY's behalf, by a nonprofit group designated by the CITY through purchase, donation, or condemnation pursuant to California Civil Code Section 815.

(b) The OWNERS, occupant, or other person in actual charge of a Historical Property or a resource, building, or structure shall keep in good repair all of the exterior portions of such Historic Property, resource, building, or structure, and all interior portions thereof whose maintenance is necessary to prevent deterioration and decay of any exterior architectural feature.

(c) It shall be the duty of the Director of Planning and Building Inspection to enforce this section.

(21) Severability. If any section, sentence, clause, or phrase of this contract is, for any reason, held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, or by subsequent preemptive legislation, such decision shall not affect the validity and enforceability of the remaining provisions, or portions of this contract, and shall not be affected thereby. The City Council hereby declares that it would have passed this contract and adopted this contract, and each section, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

(22) Integrated Agreement - Totality of Agreement. This Agreement embodies the agreement between CITY and OWNERS and its terms and conditions. No other understanding, agreements, or conversations, or otherwise, with any officer, agent, or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

(23) Captions. The captions of the various sections, paragraphs and subparagraphs are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

(24) Statutes and Law Governing Contract. This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California.

(25) Amendments. This Agreement may be amended, in whole or in part, only by a written recorded instrument executed by the parties hereto.

IN WITNESS WHEREOF, CITY and OWNERS have executed this Agreement on the day and year first written above.

**CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation**

APPROVED AS TO FORM:

HELENE L. LEICHTER

City Attorney

ATTEST:

JENNIFER SPARACINO

City Manager

1500 Warburton Avenue

Santa Clara, CA 95050

Telephone: (408) 615-2210

Fax Number: (408) 241-6771

ROD DIRIDON, JR.

City Clerk

(Signature of Person(s) executing the Agreement on behalf of OWNERS(s))

By: _____

 7-22-08
Brian Johns

"OWNER"

1655 Santa Clara Street

Santa Clara, CA 95050

Telephone: (805) 801-2106

By: _____

 7/22/08
Erin Roll

"OWNER"

1655 Santa Clara Street

Santa Clara, CA 95050

Telephone: (805) 801-2106

I:\PLANNING\2008\CC-CM 2008\CC 07-15-08\Mills AcT -1655SantaClara.doc

ACKNOWLEDGMENT

State of California

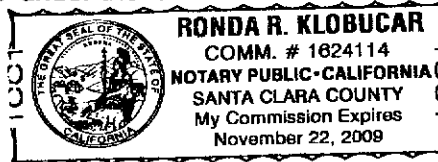
County of SANTA CLARA

On July 22nd 2008 before me, RONDA R. KLOBUCAR
(insert name and title of the officer)

personally appeared ERIN MARGUERITE ROLL
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]

(Seal)

ACKNOWLEDGMENT

State of California

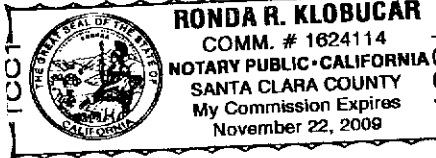
County of SANTA CLARA

On July 22nd 2008 before me, RONDA R. KLOBUCAR
(insert name and title of the officer)

personally appeared BRIAN Louis Johns
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature Ronda R. Klobucar (Seal)

Exhibit A

DOCUMENT: 19349869

Pages: 2



Fees....	10.00
Taxes...	
Copies..	
AMT PAID	10.00

RECORDING REQUESTED BY

First American Title Company

AND WHEN RECORDED MAIL TO:Brian Johns
1655 Santa Clara Street
Santa Clara, CA 95050REGINA ALCOMENDRAS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
Financial Title CompanyRDE # 014
3/20/2007
1:56 PM

Space Above This Line for Recorder's Use Only

A.P.N.: 269-25-058

File No.: 4308-2689876 (mm)

GRANT DEEDThe Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$0.00; CITY TRANSFER TAX \$0.00;
SURVEY MONUMENT FEE \$

- ☐ computed on the consideration or full value of property conveyed, OR
☐ computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
☐ unincorporated area; ☐ City of **Santa Clara**, and

"The Grantors and the Grantees in this conveyance are comprised of the same parties who continue to hold the same proportionate interest in the property, R & T 11911."

☒
Signature of Declarant

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Brian Johns, an unmarried man and Erin Roll, an unmarried woman as tenants in common**

hereby GRANTS to **Brian Louis Johns, a single man as to 2/3 undivided interest and Erin Marguerite Roll, a single woman as to 1/3 undivided interest, as tenants in common**

the following described property in the City of **Santa Clara**, County of **Santa Clara**, State of **California**:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SANTA CLARA STREET, DISTANT THEREON 293 FEET EASTERLY FROM THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF SANTA CLARA STREET WITH THE EASTERLY LINE OF UNIVERSITY STREET, SAID POINT OF BEGINNING BEING ALSO THE SOUTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY THERESE ROLL TO GEORGE H. ROLL AND EMMA S. ROLL, BY DEED DATED FEBRUARY 16, 1937, AND RECORDED SEPTEMBER 7, 1938 IN BOOK 886 OF OFFICIAL RECORDS PAGE 549, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA; THENCE RUNNING EASTERLY AND ALONG THE NORTHERLY LINE OF SANTA CLARA STREET, 45 FEET TO A POINT ON THE DIVIDING LINE BETWEEN SUB-LOTS 25 AND 26, AS SHOWN UPON THE MAP HEREINAFTER REFERRED TO; THENCE RUNNING NORTHERLY AND ALONG SAID DIVIDING LINE, 150.25 FEET; THENCE RUNNING WESTERLY AND PARALLEL WITH THE NORTHERLY LINE OF SANTA CLARA STREET, 45 FEET TO THE NORTHEASTERLY CORNER OF THE AFOREMENTIONED TRACT OF LAND CONVEYED BY THERESE ROLL TO GEORGE H. ROLL AND EMMA S. ROLL; THENCE RUNNING SOUTHERLY AND ALONG THE EASTERLY LINE OF SAID LAND, 150.25 FEET TO THE POINT OF BEGINNING, AND BEING A PORTION OF SUB-LOT 25 OF THE CITY OF SANTA CLARA, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "MAP OF THE TOWN AND SUB-LOTS OF SANTA CLARA, SANTA CLARA COUNTY, CALIFORNIA" AND WHICH SAID MAP IS OF RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, IN BOOK "B" OF MAPS, PAGE 103.

Dated: 03/15/2007

Exhibit B

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
PRIMARY RECORD

Other Listings
Review Code

HRI#

Trinomial

NRHP Status Code

Reviewer

Date

Page 1 of 12

*Resource Name or #: (Assigned by recorder) *Felix/George H. Roll House*

P1. Other Identifier: *None*

*P2. Location: ☐ Not for Publication ☐ Unrestricted *a. County *Santa Clara*

and (P2c, P2e, and P2b or P2d. Attach a Location Map as necessary.)

*b. USGS 7.5' Quad *San Jose West* Date *1980 photo revised* T *7S*; R *1W*; unsectioned; *Mt. Diablo B.M.*

c. Address *1655 Santa Clara Street* City *Santa Clara* Zip *95050*

d. UTM: (Give more than one for large and/or linear resources) Zone , mE/ mN

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate)

Assessor's Parcel Number: 269-25-058

North side of Santa Clara Street between Lincoln Street and Winchester Boulevard

*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

1655 Santa Clara Street is located in the urban setting of a block that was primarily developed in the first quarter of the twentieth century. The immediate neighborhood has been extensively redeveloped due to the construction of Winchester Boulevard, which truncated the original block. Currently the block is developed with a mix of multi-family and single-family construction. Multi-family construction abuts this property on its west side and rear property lines, while two original single family residences lie immediately to the east. Due to the redevelopment of the area, the lots have varying widths and setbacks. The primary building on the site is a 1,400 sq. ft., slightly raised, one and one-half story house, constructed circa 1906. It is designed in a simplified version of the Colonial Revival architectural style with obvious holdovers from the Queen Anne Cottage style, like the raised basement, recessed porch and

(Continued on page 2, form 523L)

*P3b. Resource Attributes: (List attributes and codes) *HP2 Single – Family Property*

*P4. Resources Present: ☒ Building ☐ Structure ☐ Object ☐ Site ☐ District ☐ Element of District ☐ Other (Isolates, etc.)

P5a. Photograph or Drawing (Photograph required for buildings, structures, and objects.)



*P5b. Description of Photo: (view, date, accession #)

Front façade (view toward north)

Photo No: 100_3145, 03/2008

*P6. Date Constructed/Age and Source: ☒

Historic ☐ Prehistoric ☐ Both

Ca. 1906

2007 Metroscan Santa Clara; Sanborn maps; Polk City & County Directories, Assessor's Records

*P7. Owner and Address:

Brian Johns and Erin Roll

1655 Santa Clara Street

Santa Clara, CA 95050

*P8. Recorded by: (Name, affiliation, and address)

Lorie Garcia

Beyond Buildings

P.O. Box 121

Santa Clara, California 95052

*P9. Date Recorded: *May 9, 2008*

*P10. Survey Type: (Describe) *Intensive*

*P11. Report Citation: (Cite survey report and other sources, or enter "none.") *None*

*Attachments: ☐ NONE ☒ Location Map ☒ Continuation Sheet ☒ Building, Structure, and Object Record ☐ Archaeological Record ☐ District Record ☐ Linear Feature Record ☐ Milling Station Record ☐ Rock Art Record ☐ Artifact Record ☐ Photograph Record ☐ Other (List):

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
CONTINUATION SHEET

Primary #
HRI #
Trinomial

Page 2 of 12

*Resource Name or # (Assigned by recorder) Felix/George H. Roll House

*Recorded by: Lorie Garcia

*Date 05/09/2008

☒ Continuation ☐ Update

(Continued from page 1, Form 523A, P3a. Description)

bay windows. The house fronts south onto Santa Clara Street and is set back from the street allowing for a modest cultivated lawn with minimal shrubbery and a mature tree on the west property line. It is offset on the property resulting in a narrow west side yard. A driveway is located on the east side of the house leading to a detached accessory unit, with garage below and dwelling unit above. The rear of the property is deep and the landscaping includes mature fruit trees.

The plan of this wooden single family residence is rectangular. The roof is hipped with a small, offset, low-pitched front gable set over a slanted bay, which projects from the body of the house. The wide overhanging eaves are enclosed. Under the eaves are wide fascia boards and decorative molding. The roof is sheathed with composition shingles. The house is set over a partial basement, which elevates the living area approximately 3 feet above the ground. The house is clad in narrow horizontal lap siding with a water table delineation encircling the structure. The siding is the same above and below the water table, except on the front façade where the original wood siding was replaced with brick facing in 1984. The main entrance is on the front (south) façade and is accessed by 6 brick steps, which have replaced the original wood steps. The steps have supplemental wrought iron railings that were not part of the original building. A small front porch is absorbed within the rectangular perimeter of the house. The main entry door is centered on the porch with a narrower secondary door set into the wall perpendicular to it. The main entry door is original consisting of a wood frame with a large glass pane, edged with decorative molding above and below the glass, and a small wooden panel set below edged with narrow molding. The secondary entry door is wooden with 5 large rectangular panes divided by muntins.

Prior to 1915, the front porch was altered, when it was enclosed to form a sun room. Originally the porch was L-shaped with 3 classical square columns that rested on a low wall. The columns still exist. The shafts are trimmed with flat boards and sit on bases with simple capitals above. Most of the once open area between them has been filled with windows. The secondary entry door and its frame fills the opening between the house face and outer column creating one wall of the current small porch. Facing the street a pair of one-over-one double-hung windows surrounded by flat boards fills the space between the outer 2 columns and at the front of the west side elevation is a pair of one-over-one double hung windows, a column and another pair of one-over-one double hung windows.

On the front (south) facade, a slanted bay projects with a broad angle minimizing the distance of the projection. The front wall of the bay contains a large fixed-pane window. This pane has replaced the original 2-light window, which had a pattern of a narrow pane over

Supplemental Photograph or Drawing



a large one. The fenestration of the slanted sides consists of narrower one-over-one double-hung windows. Wide flat boards surround the windows with narrow molding edging the boards. A continuous sill with decorative apron wraps around the bay forming a decorative band. Beams with carved ends rest under the bay. Shingles sheathe the gable face above the bay. A large rectangular window is centered in the gable face. Muntins separating 8 triangular lights create a double-X pattern. Wide flat boards edged in narrow molding trim the window. There is a projecting sill with a decorative apron.

(Cont. on page 3, (Form 523L))

Description of Photo: (view, date, accession #)

Front façade and east side elevation
(view toward northwest)

Photo No: 100_3144, 03/2008.

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
CONTINUATION SHEET

Primary #
HRI #
Trinomial

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*Resource Name or # (Assigned by recorder) Felix/George H. Roll House

*Recorded by: Lorie Garcia

*Date 05/09/2008

☒ Continuation ☐ Update

(Continued from page 2, Form 523L)

Another bay projects from the house on the east side elevation. It is identical to the front bay with the exception that it is unaltered. The original 2 light window, with a pattern of a narrow pane over a large one window in the bay's front wall, remains. Set into the wall under the bay is a small basement window, trimmed in the same manner as the main original windows. Nestled under the eaves and adjacent to the bay, is a 2 foot wide projection, above the water table, which extends 18 feet to the rear of east side elevation. Flat boards edge the bottom of this projection. Two windows are set into this section. The projection is the result of a 1984, 36 sq. ft. addition to the structure.

Six wood steps lead to a new, wooden raised deck, which projects from the rear (north) façade of the house. This provides access to the new sliding glass doors which act as the rear entry to the house. On either side of this entryway are 2 new, vinyl-clad, sliding windows. The basement entry is located to the west of the deck.

Fenestration on the west side elevation is a mix of original and new windows. New windows are located above the water table. Closest to the back is a medium sized window, then a small window, followed by a larger window. All 3 are vinyl-clad sliding windows surrounded by flat boards. Original small basement windows, identical to that on the east side elevation, are set into the wall below the water table. The new windows are not readily visible from the street.

Located at the rear east side of the house and reached by the straight driveway from the street is a 315 sq. ft., detached accessory unit with a garage below and a dwelling unit above. The construction date of this structure is unknown; however, it postdates 1930 and predates 1964. Attached to the front (south) façade is a carport. The front-facing gable roof of this two-story building has enclosed eaves and is sheathed in composition shingles. It is clad in narrow horizontal lap siding, which matches that of the house. Both vehicle and man entry to the garage are located at the front (driveway) facade. A wood framed entry man-door with a glass pane sits close to the house- side edge. Above, opening into the living space, are two large, rectangular, wood framed one-over-one double-hung windows. On the west side elevation, a large eight-light wood framed window is set into the wall on the upper story. Below it and opening into the lower story (garage) is a wood framed, one-over-one double-hung window. Set next to the latter window, is another man-entry into the garage, identical to that on the front façade. Access to the living space above, is made by a wooden 14 step staircase at the rear (north) façade. A small wood framed one-over-one double-hung window is set into the upper story wall of the rear façade. All the windows of this building have projecting sills and are trimmed with wide flat boards.

Although moderately altered, the property is in good condition and is a nice example of an early 20th Century Colonial Revival cottage.

BUILDING, STRUCTURE, AND OBJECT RECORD

*NRHP Status Code N/A

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*Resource Name or # (Assigned by recorder) *Felix/George H. Roll House*

B1. Historic Name: *None*

B2. Common Name: *None*

B3. Original Use: *Single family residential*

B4. Present Use: *Single family residential*

*B5. Architectural Style: *Colonial Revival*

*B6. Construction History: (Construction date, alterations, and date of alterations)

The residence was constructed circa 1906. It first appears on the 1915 Sanborn and the first owner and address appear on the 1910 U. S. Census. Partial enclosure of front porch pre-1915. Partial replacement of wood siding by brick on front façade and a minor addition to rear east side elevation in 1984. Windows in the rear altered at that time.

*B7. Moved? ☒ No ☐ Yes ☐ Unknown Date: _____ Original Location: _____

*B8. Related Features:

Detached accessory unit with garage below and dwelling unit above located to rear east side of the house. The construction date of this structure is unknown. It appears to have been constructed prior to World War II.

B9a. Architect: *not known*

b. Builder: *not known*

*B10. Significance: Theme *Architecture and Shelter*

Area *Santa Clara Old Quad*

Period of Significance *Early 20th Century*

Property Type *Residential*

Applicable Criteria *none*

(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

When the Town of Santa Clara was incorporated in 1852, the new town claimed the land that had been occupied for the previous six years, for town purposes. However, it was not until the first official survey was made by J. J. Bowen in 1866 that a map showing this land divided into the official Town Lots and Sub-Lots of Santa Clara came into existence. This survey also included a list of the property owners, their lots, the lots' size, and the improvements that had been made to the property.

The town lots were numbered parcels of land contained in the square blocks, which were surveyed as approximately 300' on each side. The size of each of these parcels was given in square feet. The Sub-lots surrounded Santa Clara's nucleus of Town Lots, and the size of each Sub-Lot was given in the number of acres contained within its boundaries. The property currently identified as 1655 Santa Clara Street, is located on land that was part of the parcel identified in the 1866 Survey as Sub-Lot 25 in the Town of Santa Clara.

(Continued on page 5, Form 523L)

B11. Additional Resource Attributes: (List attributes and codes)

*B12. References: *Garcia, Lorie, "Santa Clara: From Mission to Municipality," 1997; Garcia Lorie, Geoff Goodfellow and George Giacomini, "A Place of Promise: The City of Santa Clara 1852-2002," 2002; Laffey, Glory Anne and Robert G. Dellefs, "County Leadership: Santa Clara County Government History," 1995; 1893 Map of the Town of Santa Clara, drawn by C. E. Moore; Polk and Husted City Directories, 1911-1960; Sanborn Fire Insurance Maps 1915, 1930, 1930 rev. to 1964; Santa Clara City Library, Andrew J. Roll: An Oral history interview conducted by Ronald Campbell on July 22, 1974, 1998; Santa Clara Commercial League, "Progressive Santa Clara" 1904; United States Census 1880, 1900, 1910, 1920; San Jose Evening News and San Jose Mercury and Herald, 1895-1922.*

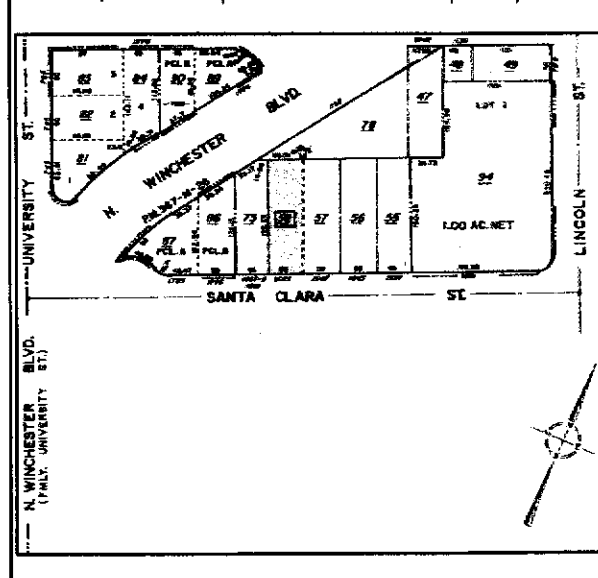
B13. Remarks:

*B14. Evaluator: *Lorie Garcia*

*Date of Evaluation: *May 9, 2008*

(This space reserved for official comments.)

(Sketch Map with north arrow required.)



State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
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*Resource Name or # (Assigned by recorder) Felix/George H. Roll House

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*Date 05/09/2008

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(Continued from page 4, Form 523B, B10. Significance)

Along with several other parcels in town, Dr. Henry H. Warburton owned this 2.33 acre property and a fence had been erected to secure his rights to the land. (Dr. Warburton's home was a block away at the corner of Lincoln and Lexington Streets, on the block he owned.) Sub-Lot 25 abutted Sub-Lot 26, another 2.33 acre property, which was owned by Edwin Bannister. Both sub-lots were directly across Santa Clara Street from Sub-Lot 27 on which the University of the Pacific was located. To the north was Sub-Lot 21, the 94.70 acre property owned by James P. Pierce. A decade later, Dr. Warburton still owned Sub-Lot 25 but Sub-Lot 26 was owned by Isaac N. Thompson, a farmer, and the University of Pacific had relocated to San Jose. The property on which UOP had stood was owned by Mrs. S. De Gros. The land of these sub-lots was used for agricultural purposes.

While the earliest division into smaller parcels occurred in the Town Lots, by the 1890's this division was happening to some of the Sub-Lots of the town, in particular to those closest to the main part of town. According to C. E. Moore's Map of the Town of Santa Clara, by 1893 Sub-Lot 25 had been subdivided into four lots. L. Bamheisel owned the lot bounded by University, Santa Clara and Lexington Streets, and Mary Owens, the remaining three lots bounded by Santa Clara and Lexington Streets, Bamheisel's property and the adjacent Sub-Lot 26. By the turn of the Twentieth Century, Felix O. Roll had purchased Mary Owens, property. In 1904, Felix sold the two lots fronting on Lexington Street to William Hunt, keeping the third and largest lot, which fronted on Santa Clara Street, for himself. This parcel was divided into two lots, with a house constructed on each lot. Felix, his wife Theresia, and their daughter and younger son moved into the larger house at 1665 Santa Clara Street. His oldest son, George H. Roll moved into the smaller at 1655 Santa Clara Street.

Felix was one of the five Roll brothers (George, John, Benjamin, Felix and Robert B.) who came to Santa Clara from Wisconsin in the late 1870s and early 1880s. The family quickly gained prominence in the business and political life of the town. George and Robert B. were the first to arrive and George, a tanner, went to work at the Eberhard Tanning Co. They were followed by John and Benjamin and then Felix. Benjamin first settled in the Berryessa District of San Jose where he farmed, later moving to Santa Clara where he established a lumber yard on Franklin Street next door to the Pierce Building which housed the Santa Clara Valley Bank and his brother, Felix's, real estate office. Robert B. (owner of the Enterprise Laundry) and John served on the Town Board of Trustees and in John's case also on the County Board of Supervisors. However Felix, who served as President of the Santa Clara Real Estate Agent's Association in 1907, devoted his efforts to promoting the real estate industry (his business was Roll Bros., Real Estate and Insurance). The 1904 "Progressive Santa Clara," which was published by the Santa Clara Commercial League (the forerunner of today's Chamber of Commerce) described this business as follows: "...prominently engaged in placing before investors and home seekers the opportunities of acquiring real estate upon a favorable basis... Some of the best investments offered to the public ... are offered by Roll Bros. These investments include fruit orchards and farming lands of all kinds, some improved and some unimproved, as well as a large list of city properties. Roll Bros. are representatives of the Santa Clara Building and Loan Ass'n and are also prepared to make loans on all first class real estate at the lowest possible rates. It went on to describe Felix as, "personally well known in business circles of the county ... liberal, enterprising and possess[ing] public spirit and local pride ... always disposed to encourage any progressive move that will stimulate the business interest of ... Santa Clara."

Felix Roll also belonged to several community organizations such as the I.O.O.F. (the Oddfellows), Red Men and the Santa Clara Verein. He consistently held leadership roles in these organizations and as his son, George H., came of age, he followed his father's example by belonging to and serving as an officer in them. Being of German descent and close in age, the Roll brothers, the Emig brothers and the members of the Eberhard family, not only became business associates but personal friends. And, like the Emigs and Eberhards, the Roll family played a leading role in Santa Clara's German Colony.

Born in Wisconsin, George H. Roll grew up in Santa Clara. He graduated from Santa Clara High School in 1902, age 19. Later he served as President of the Alumni Association, with his classmate Tollie (Otilie) Eberhard serving as Vice-President. After the new homes' construction, George moved into 1655 Santa Clara Street. It appears he rented the home from his father. Employed as a draftsman at the Pacific Manufacturing company, in 1910 George H. married Emma Schmidt, the daughter of a prominent German family in San Jose. In 1912 their first child, a daughter, was born and a few years later George and his family moved to a larger home on Spencer Avenue in Willow Glen.

After George H. Roll and his family left, the home at 1655 Santa Clara Street was rented by several people for over two decades. In 1915, Charles W. Johnson, a bookkeeper and teller at the Santa Clara Valley Bank, moved into the home with his wife Pearl.

(Continued on Page 6, Form 523L)

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*Date 05/0392008

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☐ Update

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Following the birth of their son and then their daughter, they left. The next residents were Irl V. Crowe and his wife Vivian, who moved in 1919. He was employed as a mechanic at the Garage. Their son was born in 1920 and two years later, the family moved. Next to occupy the residence was W. R. Dixon, who lived at 1655 Santa Clara Street for two years. He was followed by Thomas Nicoll, who was a golf instructor. Nicoll only stayed a year and the following year, 1927, the house was vacant. In 1928, Robert W. Caldwell, a laborer, and his wife, Rose, moved into the home. They also only stayed a year.

From 1929 through 1931, the property was vacant. In 1932, Harry Changras and his wife, Konstantine moved into the home. Harry was employed as a driver for Mission Creameries. They only stayed two years and in 1934 the home was once again vacant. From 1935 through 1938, Levi (Lee) C. Browne, a millman at the Pacific Manufacturing Company, and his wife, Lillian, rented the property and lived here. During that period of time, in 1937, Theresia Roll deeded the property to her son, George H. and his wife Emma S. (Schmidt) Roll.

In 1939, Douglas Mouton became the new owner of 1655 Santa Clara Street. He moved into it with Mrs. Nella Mouton, who was the widow of Albert Mouton. Douglas worked as a clerk at M. A. Angelo's Grocery store. By 1945, he had become a meat cutter (butcher). From then on, this is the position he would hold although working at different places i.e., Daly and Daly, Liddicoat etc. For over a quarter of a century, Douglas and Mrs. Nella Mouton resided in this home.

In the 1960's, redevelopment in the City of Santa Clara, resulted in the construction of the Winchester Boulevard connection with Lincoln Street. The impact on the block in which 1655 Santa Clara street is located was severe. The new street cut through the block dividing it into two sections, and several lots removed. The three lots immediately to the west of the subject property remained, although reduced in size, and the homes on two of them were demolished. This included 1665, the residence in which Felix and Theresia Roll had lived. A triplex, which had been constructed on property split from Felix Roll's original lot, remained although it lost a corner of the lot. The lot, on which 1655 Santa Clara Street had been constructed, became the last lot fronting on Santa Clara Street at the western end of the block to remain unchanged.

By the early 1990s, Glenn and Bernadine Kramer owned the property followed by John F. and Nancy Larkin, who sold it to the current owners, Brian Johns and Erin Roll in early 2008.

The residence at 1655 Santa Clara Street has been owned and occupied by a number of residents during its 102 years of existence. Of these, Felix O. Roll, the original owner, and his son George H. Roll, the original resident, are important to the history of Santa Clara. However, this does not appear to reach the level of significant influence required under Criterion B to be considered eligible for the National Register. Neither is the property associated with events that have made a significant contribution to the broad patterns of history or cultural heritage. It would therefore appear that the building at 1655 Santa Clara Street would not be eligible for the National Register based on Criteria A or B. Given the diversity of properties in the immediate neighborhood, the potential for district eligibility is problematic. Therefore the residence does not appear to be eligible under Criterion C.

The Criteria for listing in the California Register of Historical Places are consistent with those for listing in the National Register. However, they have been modified to better reflect the history of California at both a local and State level. Under Criterion 2, the building does have a direct association with the life of a person important to local history, Felix Roll. Criterion 3 addresses the distinctive characteristics of a type, period, region, or method of construction. The subject dwelling was constructed in the simplified version of the Colonial Revival style architectural style, which became popular in California for a short period of time at the turn of the 20th century. It has not been substantially altered since its construction and retains character defining features from this building type and enough of its historic character to be recognizable as a historic resource and to convey the reason for its significance (Integrity). Thus, it would appear that the building at 1655 Santa Clara Street would be eligible for the California Register at a local level based on Criteria 2 and 3.

In 2004, The City of Santa Clara adopted Criteria for Local Significance. Under these criteria, "any building, site, or property in the city that is 50 years old or older and meets certain criteria of architectural, cultural, historical, geographical or archaeological significance is potentially eligible," to be a "Qualified Historic Resource."

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Criterion A: Historical or Cultural Significance

No.3. The property is associated with an important individual or group who contributed in a significant way to the political, social and/or cultural life of the community.

The five Roll brothers were active in both the political and economic along with the social arenas of Santa Clara during the decades surrounding the turn of the twentieth century, and were important members of Santa Clara's German Colony. The subject property was developed by one of these brothers, Felix O. Roll. Felix had a significant role in the real estate industry of the time, making substantial contributions to Santa Clara's development and economic life. Both he and his son George H. Roll, and their families, played an important role in Santa Clara's social life. Felix and George H., held leadership roles in several community organizations including those of the I.O.O.F. and the Santa Clara Verein. Both Felix's wife, Theresia, and George H.'s wife, Emma, were active in the women's organizations of the time. George's involvement with the Santa Clara chapters of these organizations continued even after he had moved to Willow Glen. On property he owned, Felix O. Roll had this home constructed for his son George H., along with a house at 1665 Santa Clara Street, which he had constructed as his own residence. Felix maintained ownership of both properties until his death, at which time ownership of 1655 Santa Clara Street passed to his wife and from her to their son George H. Roll. Felix's home no longer exists. The subject property is the only remaining structure left in Santa Clara directly associated with him.

No.5. A building's direct association with broad patterns of local area history, including development and settlement patterns, early or important transportation routes or social, political, or economic trends and activities. Included is the recognition of urban street pattern and infrastructure.

As agricultural production expanded and manufacturing enterprises began to grow in the Town of Santa Clara, due to the work of entities like the Santa Clara Commercial League, which promoted the area's beautiful climate and the opportunities to be found, more and more people were attracted to the region at the turn of the 20th century. The township had 3,650 residents in 1900. They were estimated at 4,000 by 1902, increasing to around 5,000 by the end of the first decade. As a result, Santa Clara experienced extensive development of the outlying properties (Sub-Lots) in the first decades of the twentieth century. The subject building was one of the first constructed (1906) after the subdivision of a major section of Sub-Lot #25. It is representative of the development of this area of the "Old Quad" during that period of time.

Criterion B: Architectural significance

No.1. The property characterizes an architectural style associated with a particular era and/or ethnic group.

The few years of popularity enjoyed by the Colonial Revival architectural style (1900-1915) coincided with a large demand for housing and the simplified versions of this style provided the ideal home for the average family. The residence at 1655 Santa Clara Street was constructed circa 1906 as a Colonial Revival Cottage. This architectural style suited the narrow lot, typical of the new subdivisions of this era, on which it was sited.

Evaluation of Integrity

Integrity refers to a property's ability to convey its significance. Significance is conveyed by the retention of a resource's visual and physical characteristics and its surroundings.

The architectural integrity of the structure has been slightly diminished by the replacement of some original windows at the rear of the side elevations and back façade, which occurred as a result of the slight enlargement at the rear of the structure, and the replacement with brick of the wood siding below the water table on the front façade. However, the original foot print has not been altered and the majority of the historic materials of the original architecture and the structure's most visual and character defining features have been retained. The historical use of the building has not changed and it remains a single family home. The subject property retains enough of its historic character and appearance to be recognizable as a historic property and to convey the reason for its significance.

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Conclusions and Recommendations

The evaluator finds that sufficient character defining features of the historic building have been preserved and retained, to convey its historical significance or origin and thus, 1655 Santa Clara Street retains sufficient integrity to qualify as a historic property and appears to be, based on compliance with the Local Significance Criteria, eligible for listing on the City of Santa Clara Architecturally or Historically Significant Properties List.

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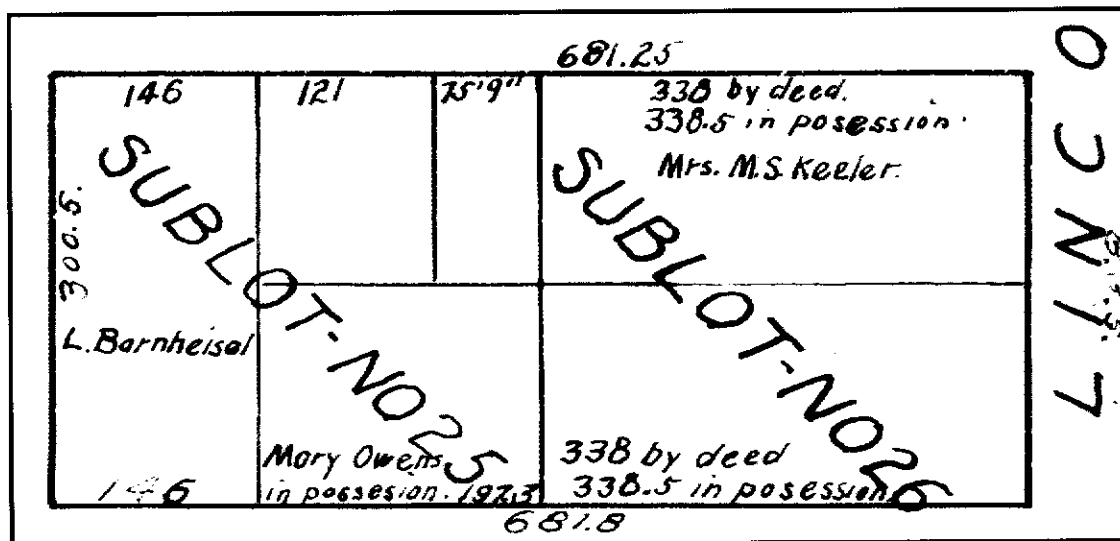
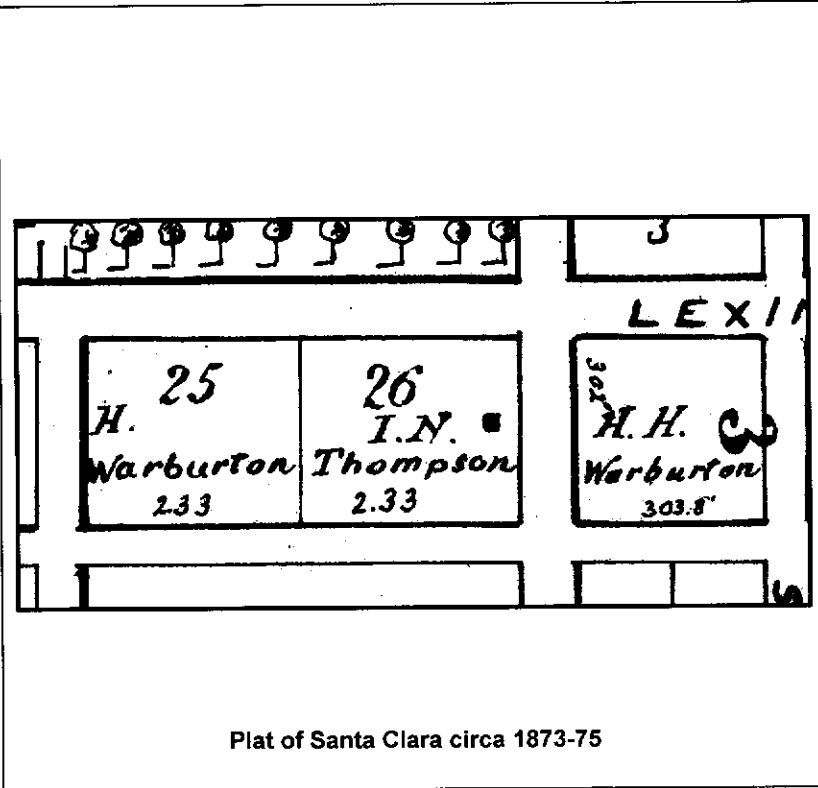
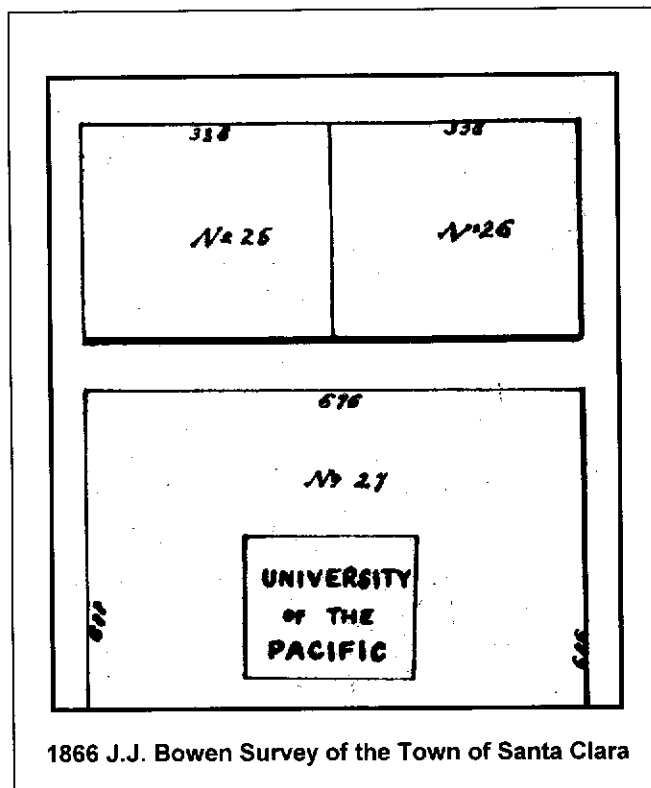
*Resource Name or # (Assigned by recorder) *Felix/George H. Roll House*

*Recorded by: Lorie Garcia

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Historic Maps



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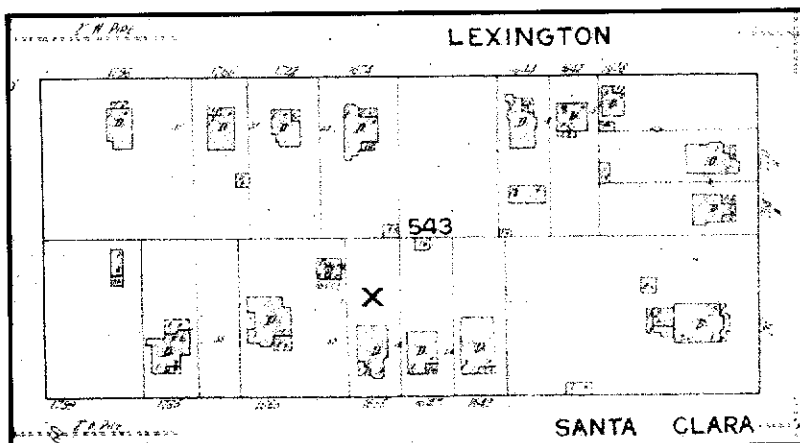
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*Date 05/09/2008

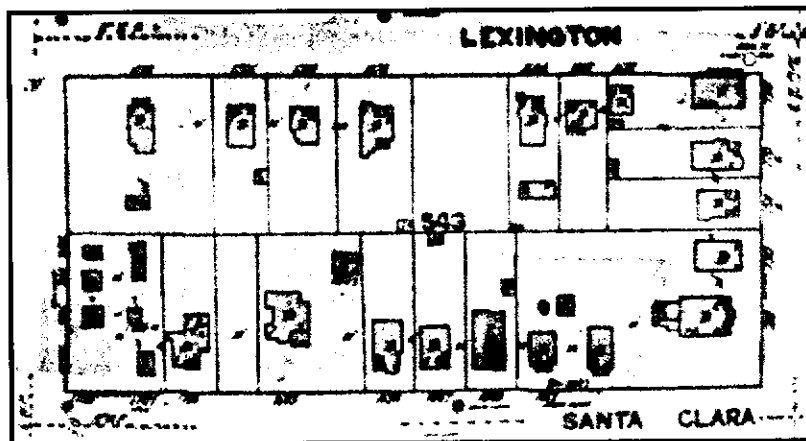
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Sanborn Fire Insurance Maps

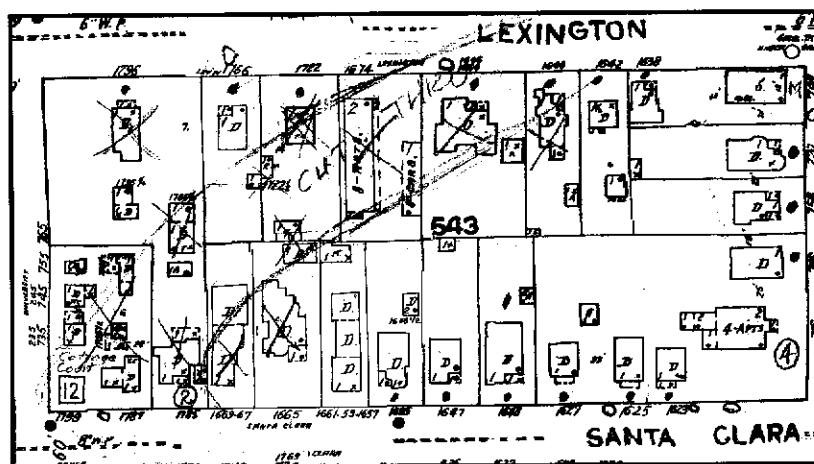
(Note: Although structures did exist, the Sanborn maps for the City of Santa Clara did not go west of Lincoln Street until the 1915 map.)



1915 Sanborn Fire Insurance Map
X indicates 1655 Santa Clara Street



1930 Sanborn Fire Insurance Map



1930 Sanborn Fire Insurance map corrected to 1964 (shows area marked cut thru for proposed Winchester Blvd.)

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Additional Photos

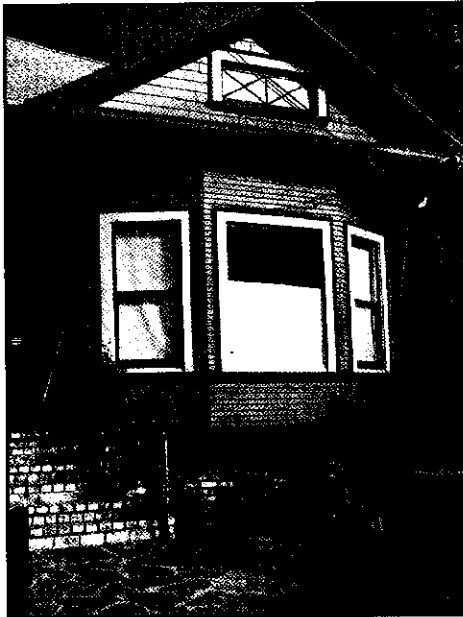


Photo No: 100_3148
View: Front (south) façade steps & bay
Photo Date: April 26, 2008
Camera Facing: NE

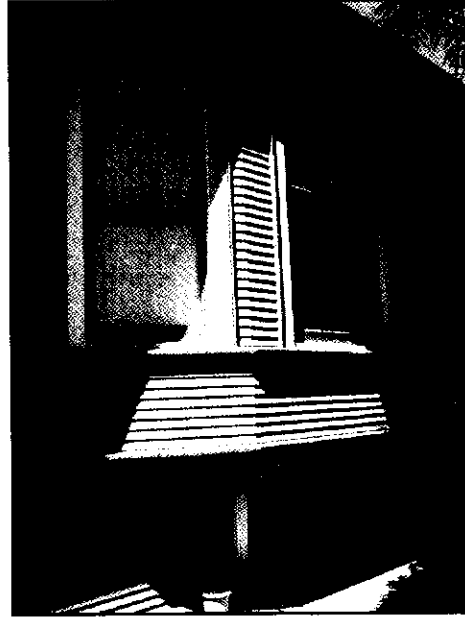


Photo No: 100_3277
View: East side elevation; bay & brnt window
Photo Date: April 26, 2008
Camera Facing: NW

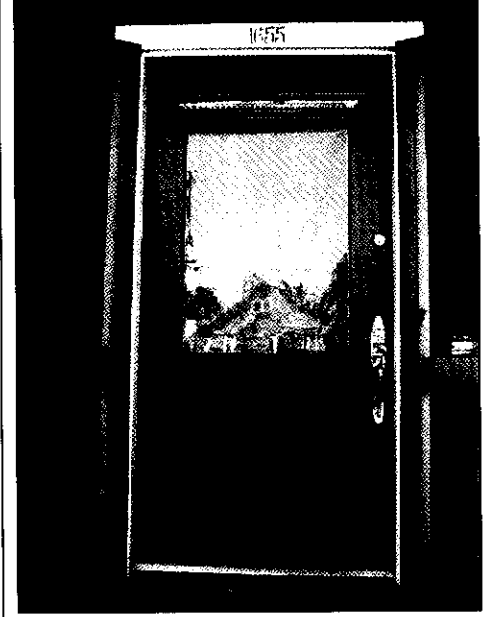


Photo No: 100_3296
View: Main Entry Front (south) façade
Photo Date: May 1, 2008
Camera Facing: N



Photo No: 100_3300
View: East corner of Front (south) façade;
corner porch column & infill window
Photo Date: May 1, 2008
Camera Facing: N



Photo No: 100_3294
View: Secondary Entry porch
Photo Date: May 1, 2008
Camera Facing: W

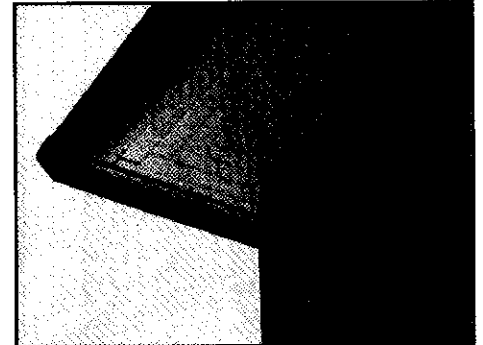


Photo No: 100_3271
View: House eave detail
Photo Date: April 26, 2008
Camera Facing: SE

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Additional Photos Sheet #2



Photo No: 100_3214
View: East side elevation
Photo Date: April 26, 2008; Camera Facing: NW



Photo No: 100_3280
View: east side elevation, bay & new addition eave detail
Photo Date: April 26, 2008; Camera Facing: W



Photo No: 100_3268
View: rear deck, sliding glass doors, basement entry Back (North)
façade
Photo Date: April 26, 2008
Camera Facing: S



Photo No: 100_3266
View: Accessory unit front (south) façade and west side elevation &
partial carport
Photo Date: April 26, 2008
Camera Facing: NE



Photo No: 100_3282
View: Back (north) façade and partial west side elevation, showing
stair to 2nd story dwelling unit & entry to garage
Photo Date: April 26, 2008
Camera Facing: SE

The Secretary of the Interior's Standards for Rehabilitation

The Secretary of Interiors Standards for Rehabilitation are ten basic principles created to help preserve the distinctive character of a historic building and its site, while allowing for reasonable change to meet new needs.

The Standards (**36 CFR Part 67**) apply to historic buildings of all periods, styles, types, materials, and sizes. They apply to both the exterior and Interior of historic buildings. The standards also encompass related landscape features and the buildings site and environment as well as attached, adjacent, or related new construction.

Rehabilitation projects must meet the following Standards, as interpreted by the National Park Service, to qualify as "certified rehabilitations" eligible for the 20% rehabilitation tax credit.

The Standards are applied to the projects in a reasonable manner, taking into consideration economic and technical feasibility.

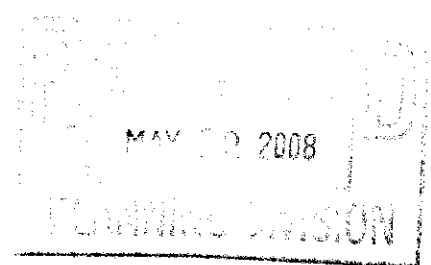
1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place and use. Changes that create a false sense of historic development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historical features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities. Replacement of missing features shall be substantiated by documentary, physical, pictorial evidence, or structures.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archaeological resources shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

- Exhibit D -
[REDACTED]

List of tasks for 1655 Santa Clara St. for the next 10 years, as required for the Mills Act:

1. Restore windows in front bay so they all open. This will involve restoring the main window to an original double-hung window, in place of the current (non-original) fixed window.
2. Restore/repair soffet and gable on front of house which has been damaged by utility lines and allows entry of pests into attic.
3. Restore windows in side bay so they all open.
4. Replace fake brick facade and steps on front of house with siding to match rest of house and restore decaying siding which meets dirt on West side of house.
5. Paint house.
6. Replace 1980's door and windows on back side of house (including aluminum slider and section of glass block wall) with something more historically appropriate.
7. Restore windows in accessory dwelling above garage so they open.
8. Replace landscaping in front yard.
9. Fumigation for termites.
10. New roofs for main house and accessory dwelling



PLN2008-07056